

EXHIBIT A

RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT No. Date 05/25/2007	Seller East Coast Marine Service, Inc. 3363 W Ridge Pike Pottstown PA 19464	Buyer JAMES L MEGILLIGAN 425 RUTH RIDGE DR LANCASTER PA 17601
	Seller means the Seller above and anyone to whom the Seller transfers this Contract. Buyer means each Buyer above.	

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of Buyer's credit as a yearly rate. 8.99 %	FINANCE CHARGE The dollar amount the credit will cost Buyer. \$ 14,690.20	AMOUNT FINANCED The amount of credit provided to Buyer or on Buyer's behalf. \$ 23,027.72	TOTAL OF PAYMENTS The amount Buyer will have paid when Buyer has made all scheduled payments. \$ 37,717.92	TOTAL SALE PRICE The total cost of Buyer's purchase on credit, including Buyer's down payment of \$ 9,770.00 \$ 47,487.92
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Payment Schedule: Buyer's payment schedule is

Number of Payments	Amount of Payments	When Payments Are Due
144	\$ 261.93	Monthly Beginning 06/24/2007

Security: Buyer is giving Seller a security interest in ☒ the Goods purchased. ☐ (description of other property).

Late Charge: If a payment is more than _____ days late, Seller will charge Buyer _____

Prepayment: If Buyer pays off this Contract early, Buyer will not have to pay a penalty.

Contract Provisions: Buyer can see the terms of this Contract for any additional information about nonpayment, breaking the terms of this Contract, any required repayment before the scheduled date, and prepayment refunds and penalties.

BUYER RESTRICTIONS: If Buyer does not meet this Contract's obligations, Buyer may lose the property that Buyer bought in or is securing this sale.

CREDIT INSURANCE: Credit life insurance and credit accident and health insurance are not required to obtain credit. Buyer will not receive credit life insurance and credit accident and health insurance unless Buyer signs and agrees to pay the additional premium. If Buyer wants such insurance, Seller will obtain it for Buyer (if Buyer qualifies for coverage) Seller is quoting below ONLY the coverages Buyer has chosen to purchase.

Credit Life: Insured _____
 JAMES L MEGILLIGAN
☐ Single ☐ Joint Prem. \$ 0.00 Term 0

Credit Accident and Health: Insured _____
 JAMES L MEGILLIGAN
☐ Single ☐ Joint Prem. \$ 0.00 Term 0

Name of Insurance Company: _____
 Buyer wants the credit insurance coverages indicated above.

09/04/1954
 Buyer d/o/b Buyer d/o/b

Buyer d/o/b Buyer d/o/b

PROPERTY INSURANCE: Buyer must insure the Property securing this Contract. Buyer may provide the insurance through existing policies. Buyer may also provide the insurance by purchasing it through any insurance company allowed by law to do business in Pennsylvania.

The deductible amount for the insurance may not exceed \$ 500.00. If Buyer gets insurance from or through Seller, Buyer will pay \$ N/A for N/A of coverage.

The property insurance premium is calculated as follows:

☐ Fire-Theft and Combined Additional Cov. \$ N/A
☐ \$ 0.00 Deductible \$ N/A
☐ \$ 0.00 Deductible \$ N/A

The property insurance must protect against loss and physical damage. Buyer must name Seller as beneficiary on the insurance policy. Seller may require additional security before Seller allows Buyer to use insurance proceeds to repair or replace the Property. Buyer will pay all amounts that insurance does not cover.

JAM

If Buyer fails to obtain or keep insurance or to name Seller as beneficiary, Seller may obtain insurance to protect Seller's interest in the Property. Seller will add the cost of insurance to the amount Buyer owes Seller. Any amount Seller pays for insurance is due immediately and will earn interest at the rate charged after maturity.

ITEMIZATION OF AMOUNT FINANCED	
Goods and/or Services Price	\$ 32,263.72
(including sales tax of \$ 1,717.46)	
Extended Service Contract, Paid to:	\$ 0.00
Amount to Finance line e. (if e. is negative)	\$ 0.00
Cash Price	\$ 32,263.72
Manufacturer's Rebate	\$ 0.00
Cash Down Payment	\$ 8,000.00
Extended Down Payment	\$ 0.00
a. Total Cash/Rebate Down	\$ 8,000.00
Description of Trade-In	1988 CORSAIR SUNBIRD
b. Trade-In Allowance	\$ 1,770.00
c. Less: Amount owing	\$ 0.00
Paid To:	
d. Net Trade-In (b. minus c.)	\$ 1,770.00
e. Net Cash/Trade-In (a. plus d.)	\$ 9,770.00
Down Payment (e., disclose as \$0 if negative)	\$ 9,770.00
Unpaid Balance of Cash Price	\$ 22,493.72
Paid to Public Officials	\$ 84.00
Insurance Premiums*	\$ 0.00
Filing Fee	\$ 0.00
To: ValueGuard GAP	\$ 450.00
To:	\$ 0.00
To:	\$ 0.00
Total Other Charges/Amounts Pd. to Others	\$ 534.00
Less: Prepaid Finance Charges	\$ 0.00
Amount Financed	\$ 23,027.72
*We may retain or receive a portion of this amount.	

SALE: Buyer agrees to purchase the goods (Goods) and/or services described below from Seller. Buyer agrees to purchase the Goods and/or services from Seller on the terms of this contract and security agreement (Contract). Buyer understands that Seller is selling Buyer the Goods in their present condition.

Description of Goods or Services

Serial or Unit No. Motor or Cabinet No.
 RGFM5691506
 Price of Each Unit \$ 30,394.41
 NEW 2006 MONTEREY 214 FS
 NEW 2006 VOLVO 4.3L 225HP
 NEW 2006 LOAD RITE AB 22 T4200 5A4PYET2162000297

Description of Other Collateral (Not household goods)

SECURITY: Security interest is defined as a right given to Seller in the Property to assure that payments are made as required under this Contract. Buyer gives Seller a security interest in the Goods purchased and any other collateral described above. Buyer also gives Seller a security interest in all accessions, attachments, accessories, and equipment installed or placed in or on the Goods or other collateral. Seller refers to the Goods and any other collateral as Property. Buyer also gives Seller a security interest in the proceeds of the Property.

Seller's interest will not extend to consumer goods unless Buyer acquires rights to the goods within 10 days after Seller enters into this Contract or the goods are installed in or affixed to the Goods. Buyer assigns and gives a security interest in proceeds and premium refunds of any insurance and service contracts purchased with this Contract.

PROMISE TO PAY AND PAYMENT TERMS:

Buyer promises to pay Seller the principal amount of \$ 23,027.72. Buyer agrees to pay finance charges on the unpaid balance at 8.99 % per year from today's date until maturity. Finance charges accumulate on a 365 day basis.

After maturity or after Buyer breaks any of the terms of this Contract or after a court judgment, Seller will earn interest on the unpaid balance at 8.99 % per year. Buyer agrees to make payments and to pay late charges as provided in the **TRUTH IN LENDING DISCLOSURES**. Buyer also agrees to pay any additional amounts according to this Contract's terms.

DOWN PAYMENT: Buyer agrees to pay or apply to the Cash Price, by the date of this Contract, any cash, rebate and net trade-in value described in the **ITEMIZATION OF AMOUNT FINANCED**. ☐ Buyer agrees to make payments over an extended period of time or at a future date as part of the cash down payment as shown in the payment schedule in the **TRUTH IN LENDING DISCLOSURES**.

PREPAYMENT: Buyer may prepay this Contract in full or in part at any time. Any partial prepayment will not excuse any later scheduled payment until Buyer pays this Contract in full. Buyer may obtain from Seller or the insurance company named in Buyer's policy or certificate of insurance a refund of any prepaid, unearned insurance premiums.

TOTAL SALE PRICE: Seller gave Buyer the opportunity to purchase the Goods and/or services for the Cash Price or the **Total Sale Price**. The **Total Sale Price** is the total price of the Goods and/or services if you buy them over a period of time. Buyer is purchasing the items over a period of time.

The **Total Sale Price** shown in the **TRUTH IN LENDING DISCLOSURES** assumes that Buyer will make all payments as scheduled. Buyer may actually pay more or less depending on when Buyer makes payments.

Seller charges and collects finance charges. These charges are not more than state or federal law allows. If Buyer pays a finance charge or fee that is more than state or federal law allows, Seller will apply the charge or fee first to reduce the principal and refund any excess to Buyer.

Buyer understands and agrees that some payments to third parties as a part of this Contract may involve money retained by Seller or paid back to Seller as commissions or other remuneration.

LAW GOVERNING: The law of Pennsylvania will govern this transaction. It is also governed by applicable federal law and regulations. In the event of a dispute, the exclusive forum, venue, and place of jurisdiction will be in Pennsylvania, unless otherwise required by law.

Any provision that appoints Seller as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Seller, by exercising any of Seller's rights under this Contract, does so for the sole benefit of Seller.

NAME AND LOCATION: Buyer's name and address indicated on page 1 is Buyer's exact legal name and Buyer's principal residence. Buyer will provide Seller with at least 30 days notice prior to changing Buyer's name or principal residence.

BUYER'S RESPONSIBILITIES TOWARDS PROPERTY: Buyer agrees to do the following:

- A. Buyer will defend Seller's security interest in the Property against anyone who claims to have an interest in the Property. Buyer will do whatever is necessary to keep Seller's claim to the Property ahead of the claim of anyone else. Seller's claim to the Property comes ahead of the claim of any of Buyer's other creditors. Buyer agrees to sign any additional documents and to provide Seller with any additional information Seller may require to protect Seller's security interest in the Property.
- B. Buyer will keep the Property in Buyer's possession and in good condition. Buyer will only use the Property for its intended and lawful purposes. Unless otherwise agreed in writing, Buyer will keep the Property at Buyer's address listed on this Contract.
- C. Buyer will not put the Property up for sale without written permission from Seller. Buyer will not transfer any rights in the Property without first getting Seller's written permission. Buyer will not permit the Property to become attached to any real estate without first providing Seller an opportunity to preserve Seller's first priority status.
- D. Buyer will pay taxes, fees and expenses on the Property when due.
- E. Buyer will notify Seller of any loss or damage to the Property. Buyer will provide Seller reasonable access to the Property for the purpose of inspection. Seller may lawfully enter and inspect the Property.

BREAKING THE TERMS OF THIS CONTRACT: Buyer will have broken the terms of this Contract if Buyer fails to keep any promise made in connection with this sale.

If Buyer breaks any of the terms of this Contract, Buyer agrees to pay court costs Seller spends to collect amounts Buyer owes. In addition, Buyer agrees to pay reasonable attorneys' fees if Seller refers this Contract to an attorney for collection.

If there is more than one Buyer and any one of the Buyers breaks any agreement made in this Contract, Seller may exercise Seller's rights against each Buyer or all Buyers.

SELLER'S RIGHTS: If Buyer breaks any of the terms of this Contract, Seller may exercise any or all of Seller's rights under law and this Contract:

- A. Seller may require Buyer to pay Seller immediately, the remaining balance of the amount financed, finance charges and all other agreed charges.
- B. Seller may pay taxes, fees, expenses, or charges on the Property or make repairs to the Property if Buyer has not done so. Seller is not required to do so. Seller will add any amount Seller pays to the amount Buyer owes Seller. This amount is due immediately. This amount will earn interest from the date Seller paid it at the rate that applies after maturity.
- C. Seller may require Buyer to make the Property available to Seller at a place Seller designates that is reasonably convenient to Buyer and Seller.
- D. Seller may immediately take back the Property by lawful means. In taking the Property, Seller may not unlawfully enter onto Buyer's premises or cause a public disturbance. Seller may sell the Property. Seller may apply amounts Seller receives as provided by law to Seller's reasonable expenses and then to Buyer's obligations.
- E. Except when prohibited by law, Seller may sue Buyer for additional amounts if the proceeds of a sale do not pay all amounts Buyer owes Seller.

Seller may take any or all of the actions described above. Seller's decision not to take any of the actions does not mean that Seller has lost the right to take any of the actions in the future.

Seller will mail to Buyer's last known address any required notice of an intended acceleration of payment or an intended sale or transfer of the Property. Buyer agrees that notice is reasonable if mailed to Buyer's last known address, as reflected in Seller's records. Buyer agrees that notice mailed ten days before the intended sale or transfer (or such other period of time required by law) is reasonable.

Buyer agrees that Seller may take personal property left in or on the Property subject to Buyer's right to recover the personal property.

INSURANCE: Buyer agrees to buy insurance on the Property against the risks and for the amounts Seller reasonably requires. In addition:

- A. Buyer will name Seller as loss payee on any such policy.
- B. Seller may require added security on this Contract if Seller permits any insurance proceeds to be used to repair or replace the Property.
- C. If the insurance proceeds do not cover the amounts Buyer still owes Seller, Buyer will pay the difference.
- D. Buyer will keep the insurance until all debts secured by this Contract are paid.

If Buyer does not buy, maintain, and arrange to have Seller named as loss payee, as agreed above, Buyer understands and agrees:

- A. Seller may, but is not required to, purchase insurance to protect Seller's interest in the Property.
- B. The insurance Seller buys may be from an agent or company Buyer might not choose.
- C. The insurance will not cover Buyer's equity in the Property.
- D. The premium Seller pays may be substantially higher than the premium Buyer might be required to pay for the insurance Buyer has agreed to buy on this Contract.

BUYER'S RIGHTS AND DUTIES: If Seller has taken back the Property, Seller will give Buyer notice of Buyer's right to correct any broken terms of this Contract. This notice will be sent by certified mail to Buyer's last known address. Seller may return this Contract to its former status and return the Property to Buyer.

Within 21 days of the date of receipt of the notice, Seller will return this Contract if Buyer pays the following:

- A. all past due installments,
- B. interest Buyer currently owes,
- C. plus any other charges or amounts lawfully due to Seller under this Contract.

Only one correction notice must be given in any 12 month period.

Buyer agrees to pay for the costs of a lawsuit if Seller takes the Property through legal action. At the time Seller takes the Property, Buyer must pay the reasonable expenses for taking, repairing, and storing the Property as allowed by law.

EACH AND EVERY BUYER RESPONSIBLE: Each Buyer who signs this Contract agrees to pay this Contract according to its terms. This means the following:

- A. Buyer is responsible for paying amounts owed under this Contract even if another Buyer has signed this Contract.
- B. Seller may hold any Buyer responsible for paying this Contract, even if Seller chooses to give up Seller's right to hold any other Buyer responsible.
- C. Seller may give up Seller's interest in the Property and each Buyer is still responsible for paying this Contract.
- D. If Seller gives up any of Seller's rights, it will not affect Buyer's responsibility to pay this Contract.
- E. If Seller extends new credit or renews this Contract, it will not affect Buyer's responsibility to pay this Contract.

WARRANTY: Warranty information is provided to Buyer separately.

TRANSFER: Seller transfers this Contract to _____ Bank of America N.A.

(Transferee). This transfer is made under the terms of a separate agreement made between the Seller and Transferee.

Seller: East Coast Marine Service, Inc.
By: Amberlee Kuper 05/25/2007

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1, 2, 3, 4, AND 5 OF THIS CONTRACT AND ACKNOWLEDGES RECEIVING A COPY OF THIS CONTRACT.

NOTICE TO BUYER

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to a completely filled-in copy of this agreement. (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge.

Buyer:

Signature

05/25/2007

Date

Signature

05/25/2007

Date

Seller:

East Coast Marine Service, Inc.

By

EXHIBIT B

COMMONWEALTH OF PENNSYLVANIA

CERTIFICATE OF TITLE FOR A VEHICLE

7,485

071590062000820-001

5A4PYET2162000297

2006

LOAD RITE

64784569101 ME

TRL

0

SEAT CAP

PRIOR TITLE STATE

6/25/07

EXEMPT

4

6/25/07

6/25/07

1,130

5,330

GVWR

TITLE BRANDS

ODOMETER DISCLOSURE EXEMPT BY FEDERAL LAW
REGISTERED OWNER(S)

JAMES MEGILLIGAN
425 RUTH RIDGE DR
LANCASTER PA 17601

ODOMETER STATUS
0 - ACTUAL MILEAGE
1 - MILEAGE EXCEEDS THE MECHANICAL LIMITS
2 - NOT THE ACTUAL MILEAGE
3 - NOT THE ACTUAL MILEAGE-ODOMETER TAMPERING VERIFIED
4 - EXEMPT FROM ODOMETER DISCLOSURE

TITLE BRANDS
A - ANTIQUE VEHICLE
C - CLASSIC VEHICLE
D - COLLECTIBLE VEHICLE
F - OUT OF COUNTRY
G - ORIGINALLY BUILT FOR NON-US DISTRIBUTION
H - AGRICULTURAL VEHICLE
L - LOOKING VEHICLE
P - IS WAS A POLICE VEHICLE
R - RECONSTRUCTED
S - STREET ROD
T - RECOVERED THEFT VEHICLE
V - VEHICLE CONTAINS REISSUED VIN
W - FLOOD VEHICLE
X - IS WAS A TAXI

FIRST LIEN FAVOR OF

SECOND LIEN FAVOR OF

BANK OF AMERICA

FIRST LIEN RELEASED DATE

BY AUTHORIZED REPRESENTATIVE

MAILING ADDRESS

BANK OF AMERICA
PO BOX 2759
JACKSONVILLE FL 32203

If a second lienholder is listed upon satisfaction of the first lien, the first lienholder must forward this title to the Bureau of Motor Vehicles with the appropriate form and fee.

SECOND LIEN RELEASED DATE

BY AUTHORIZED REPRESENTATIVE



I certify as of the date of issue the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawfully owner of the said vehicle.

ALLEN D BIEHLER

Secretary of Transportation

D. APPLICATION FOR TITLE AND LIEN INFORMATION

TO BE COMPLETED BY PURCHASER WHEN VEHICLE IS SOLD AND THE APPROPRIATE SECTIONS ON THE REVERSE SIDE OF THIS DOCUMENT ARE COMPLETED.

SUBSCRIBED AND SWORN TO BEFORE ME

MO. DAY YEAR

SIGNATURE OF PERSON ADMINISTERING OATH

If a co-purchaser other than your spouse is listed and you want the title to be listed as "Joint Tenants With Right of Survivorship" (On death of one owner, title goes to surviving owner.) CHECK HERE ☐ Otherwise, the title will be issued as "Tenants in Common" (On death of one owner, interest of deceased owner goes to his/her heirs or estate).

1ST LIEN DATE ☐ IF NO LIEN, CHECK

1ST LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN E.T. CHECK HERE ☐ FINANCIAL INSTITUTE NO2ND LIEN DATE ☐ IF NO LIEN, CHECK

2ND LIENHOLDER

STREET

CITY

STATE

ZIP

IF THIS IS AN E.T. CHECK HERE ☐ FINANCIAL INSTITUTE NO

STORE IN A SAFE PLACE - IF LOST APPLY FOR A DUPLICATE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

35266330

PENNSYLVANIA FISH AND BOAT COMMISSION


CERTIFICATE OF TITLE TO A BOAT

OWNER(S) NAME AND ADDRESS

JAMES MEGILLIGAN
425 RUTH RIDGE DR
LANCASTER PA 17601

(SEE REVERSE SIDE FOR LEGEND)

0204576-0100 Title Number	06/22/2007 Date of Issue	06/22/2007 Date of Original Issue	** Title Brand	** Duplicate	PA 89 CZ PA Registration Number				
2006 Year	MONTEREY BOA Manufacturer	214 FS Model	RGFMD5691506 Hull Identification Number	1 Type	21' 0" Length	4 Hull	3 Prop	1 Fuel	1 Use
** Serial Number	** Manufacturer	** Horse Power Rating	** Serial Number	** Manufacturer	** Horse Power Rating				
OUTBOARD MOTOR (1)			OUTBOARD MOTOR (2)						

FIRST LIENHOLDER  If a second lienholder is listed, upon satisfaction of the first lien, the first lienholder must forward this title to the Pennsylvania Fish and Boat Commission with the appropriate form and fee.

BANK OF AMERICA
PO BOX 2759
JACKSONVILLE FL 32203

1st LIEN RELEASED _____
DATEBY _____
AUTHORIZED REPRESENTATIVE

SECOND LIENHOLDER

2nd LIEN RELEASED _____
DATEBY _____
AUTHORIZED REPRESENTATIVE

I CERTIFY AS OF THE DATE OF ISSUE, THE OFFICIAL RECORDS
OF THE PENNSYLVANIA FISH AND BOAT COMMISSION REFLECT THAT THE
PERSON(S) OR COMPANY NAMED HEREIN IS THE LAWFUL OWNER OF
THE SAID BOAT.

DOUGLAS J. AUSTEN

EXECUTIVE DIRECTOR

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

EXHIBIT C



The Power of Vehicle Information
NADAguides.com

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5/13/2014

2006 Monterey Boats 214 FS BR

Values

	Suggested List Price	Low Retail	Average Retail
Base Price	\$28,192	\$15,930	\$18,210
Options: (add)			
Trailer: (change)			
2006 Single 21 Feet		\$870	\$980
TOTAL PRICE:	\$28,192	\$16,800	\$19,190

Special Notes

General note

No further weight information available.

Salt Water Note

Research indicates that boats exclusively used in salt water, which are not maintained and cleansed with fresh water, may depreciate more rapidly. This could influence the book value 10% to 15%.

Standard Equipment Details

Length:	23'
Model Name/Description:	214 FS BR
Boat Type:	Stern Drive Power Boat
Hull Material:	Fiberglass
Beam:	8'6"
Engine:	1 - 190 HP- Gasoline
Net Weight (lbs):	3500

Value Explanations

Prices shown are retail consumer values and to be considered as selling prices. Trade-in values are to be determined by local dealers and are generally lower than values shown.

Suggested List – We have included manufacturer's suggested retail pricing (MSRP) to assist in the financing, insuring and appraising of vessels. The MSRP is the manufacturer's and/or distributor's highest suggested retail price in the U.S.A. when the unit was new. The MSRP is furnished by the manufacturer and/or distributor and are assumed to be correct. Unless indicated, the MSRP does not include destination charges, dealer set-up, state or local taxes, license tags or insurance.

Low Retail Value — A low retail valued boat will show excessive wear and tear either cosmetically and/or mechanically. This boat may or may not be in running order. The buyer can expect to invest in cosmetic and/or mechanical work. Low retail vessels usually are not found on a dealer's lot. **Low Retail is not a trade-in value.**

Average Retail Value — An average retail valued boat should be in good condition with no visible damage or defects. This boat will show moderate wear and tear and will be in sound running condition. The buyer may need to invest in either minor cosmetic or mechanical work.

Note: Vessels in exceptional condition can be worth a significantly higher value than the Average Retail Price shown.

Salt Water Note: Research indicates that boats exclusively used in salt water, which are not maintained and cleansed with fresh water, may depreciate more rapidly. This could influence the book value 10% to 15%.

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